

BOSTON REDEVELOPMENT AUTHORITY

September 25, 1986

Development Impact Project Plan

733-751 Boylston Street
Boston, Massachusetts

Developer: Pilgrim Management Corporation, 31 Commonwealth Avenue, Boston, Massachusetts 02116.

Architect: Childs Bertman Tseckares & Casendino, Inc., 306 Dartmouth Street, Boston, Massachusetts 02116.

Site Description: The site is located near Copley Square on the Northern side of Boylston Street between Exeter and Fairchild Streets. The site contains approximately 17,000 square feet of land. Existing on the site is a six-story building at 739 Boylston Street and a three-story structure at 749 Boylston Street.

General Description of Proposed Development and Uses: The existing three-story building at 749 Boylston Street will be completely demolished with the exception of the facade. A seven-story building will be constructed on the site with retail on the ground floor, office space above, and a garage in the basement with space for 15 automobiles. The materials used will be similar to the brick and cast stone of the existing building.

The six-story building at 739 Boylston Street will be gutted to the existing steel frame, and renovated to an eight-story office building with retail on the first and basement levels and office space above. The two-story addition will be copper clad with a curved mansard roof.

The combination of the two reconstructed structures will contain approximately 112,000 gross square feet and an F.A.R. of 7. The building will not exceed a height of 95 feet to the roof and 100 feet to the parapet.

Estimated Construction Time: The project will commence with demolition in October 1986 and completion is scheduled for early 1988.

Projected Number of Employees: Approximately 129 construction jobs will be created during the construction period. Upon completion the employee population will be approximately 472 people. The developer has agreed to submit a Boston Residents Construction Employment Plan to the Director of the Boston Redevelopment Authority detailing its plan to insure that its Contractor, and those engaged by its Contractor meet the following standards: (1) at least 50% of total employee worker hours in each trade will be by Boston residents; (2) at least 25% of total employee worker hours in each trade will be by minorities; and (3) at least 10% of total employee worker hours in each trade will be by women. The Developer will likewise formulate an Employment Opportunity Plan, which plan will detail Developer's good faith efforts to achieve a goal that 50% of the permanent employment opportunities created by the Project will be made available to Boston residents.

Development Impact Project Contribution: The Developer will enter into a Development Impact Project Agreement (the "Agreement") with the Boston Redevelopment Authority (the "Authority"). The Agreement will require the Developer to make certain contributions by means of a housing payment option or a housing creation option (the housing payment option and the housing creation option hereinafter referred to as the "Housing Contribution"). If the Developer elects to create or contribute to the creation of housing exclusively for low and moderate income residents, the Developer shall submit a proposal in writing to the Authority for its approval. If the Developer elects to satisfy its Housing Contribution through money payments, the same shall be made to the Collector-Treasurer of the City of Boston acting as custodian of the Neighborhood Housing Trust. Such payments shall be made in seven equal annual installments, the first of which is due upon the issuance of final building permit and annually thereafter on the anniversary of the first payments. The Developer may elect to satisfy its Housing Contribution by a combination of the housing payment option and the housing creation option as described in the Agreement.

The amount of the Housing Contribution shall be an amount equal to the number of square feet of gross floor area in the Building (as gross floor area is defined by the Boston Zoning Code) which exceeds 100,000 square feet of gross floor area multiplied by \$5.00. At the present time, it is anticipated that the amount of the Housing Contribution will be \$60,000 based on a gross floor area in the Building of 112,000 square feet.

The Agreement will also require the Developer to make a jobs contribution (hereinafter "Jobs Contribution") which shall be made to the Collector-

Treasurer of the City of Boston acting as custodian of the Neighborhood Jobs Trust. If the Developer elects to contribute to the creation of a job training program for workers who will be employed, on a permanent basis, in the Building, the Developer shall submit a proposal in writing to the Director of the Mayor's Office of Jobs and Community Services for his approval. If the Developer elects to satisfy its Jobs Contribution by means of a money payment such payments shall be made in two equal annual installments, the first of which is due upon the issuance of a final building permit, and the second on the anniversary of the first payment. The Developer may elect to satisfy its Jobs Contribution by a combination of a money payment, and a contribution to the creation of a jobs training program as described in the Agreement.

The amount of the Jobs Contribution shall be an amount equal to the number of square feet of gross floor area in the Building (as gross floor area is defined in the Boston Zoning Code) which exceeds 100,000 square feet of gross floor area multiplied by \$1.00. At the present time, it is anticipated that the amount of the Jobs Contribution will be \$12,000 based on a gross floor area in the Building of 112,000 square feet.

Additional Contribution: Pilgrim Management Corporation shall make a voluntary contribution of \$7,500 to the City of Boston Back Bay Transportation Management Improvement Effort no later than October 31, 1986. This effort includes both short and long term actions to improve Back Bay traffic conditions, and has been developed through the cooperative planning efforts of the Authority, the City's Transportation Department and the Back Bay community.

Proposed Traffic Circulation: The anticipated vehicular traffic to be generated by employees and visitors to the Building will not substantially change the level of service experienced at any intersection and will have a normal impact on existing traffic operations.

Parking and Loading Facilities: 15 accessory parking spaces will be provided in one underground level, with access to the parking area from Public Alley 441. The entrance and exit to the parking facility via Public Alley 441 should not present any significant traffic operational problems.

One (1) off-street loading dock will be available in the service area which is entered from Public Alley 441 via Exeter Street. The modest scale of the Building combined with its expected occupancy in large part by professional offices will result in a relatively low volume of loading activity. The Developer intends to establish an access management program to encourage the scheduling of deliveries during off-peak traffic periods.

Access to Public Transportation: The Building is located on the Green Line between Copley Station and Auditorium Station. Additional means of transportation are provided by the MBTA surface bus system, and the "Trolley Loop" private carrier.

Open Space and Landscaping: Although the Building covers most of the site, protected open space will be provided by refurbished front sidewalks. Trees with tree grates will be planted adjoining the Boylston Street sidewalk, which is the public way to the building.

Schematic Design Drawings: Schematic design drawings have been completed by Childs Bertman Tseckares & Casendino, Inc. and are listed in Exhibit C. Minor changes may be made to these drawings; however, these changes will not cause any increase to the height of the Building or to the gross floor area of the Building nor will they significantly alter the general appearance of the Building.

Design Review: The Developer has had design review sessions with the Authority, representatives of the Back Bay Architectural Commission, and representatives of the Authority. All design plans for the Building will be subject to design review in accordance with the Authority's Development Review Procedures.

Proposed Uses: The Building will be used for retail and office purposes which are allowed uses in the (B-10-155) Zoning District.

Zoning: The Project is in a (B-10-155) Zoning District and the Boylston Street Interim Planning Overlay District (IPOD). The Project must follow the Interim Planning Permit Procedures and conform to the requirements of the IPOD. The four variances to the Zoning Code required include FAR, rear setback, height and insufficient off-street loading.

The Building will contain 112,000 square feet of gross floor area which results in a floor area ratio of 7.0 on the site. The maximum allowed floor area ratio in conformity with the Boylston Street Interim Planning Overlay District is 6.0 and therefore a variance from Section 15-1 of the Zoning Code is required.

A setback of five feet to the Public Alley at the rear of the building is required and a zero setback is proposed and therefore a variance from Section 20-1 of the Zoning Code is required.

A height of 95 feet exceeds the Boylston Street Interim Planning Overlay District maximum allowable height of 90 feet to the roof and therefore a variance from Section 16-1 of the Zoning Code is required.

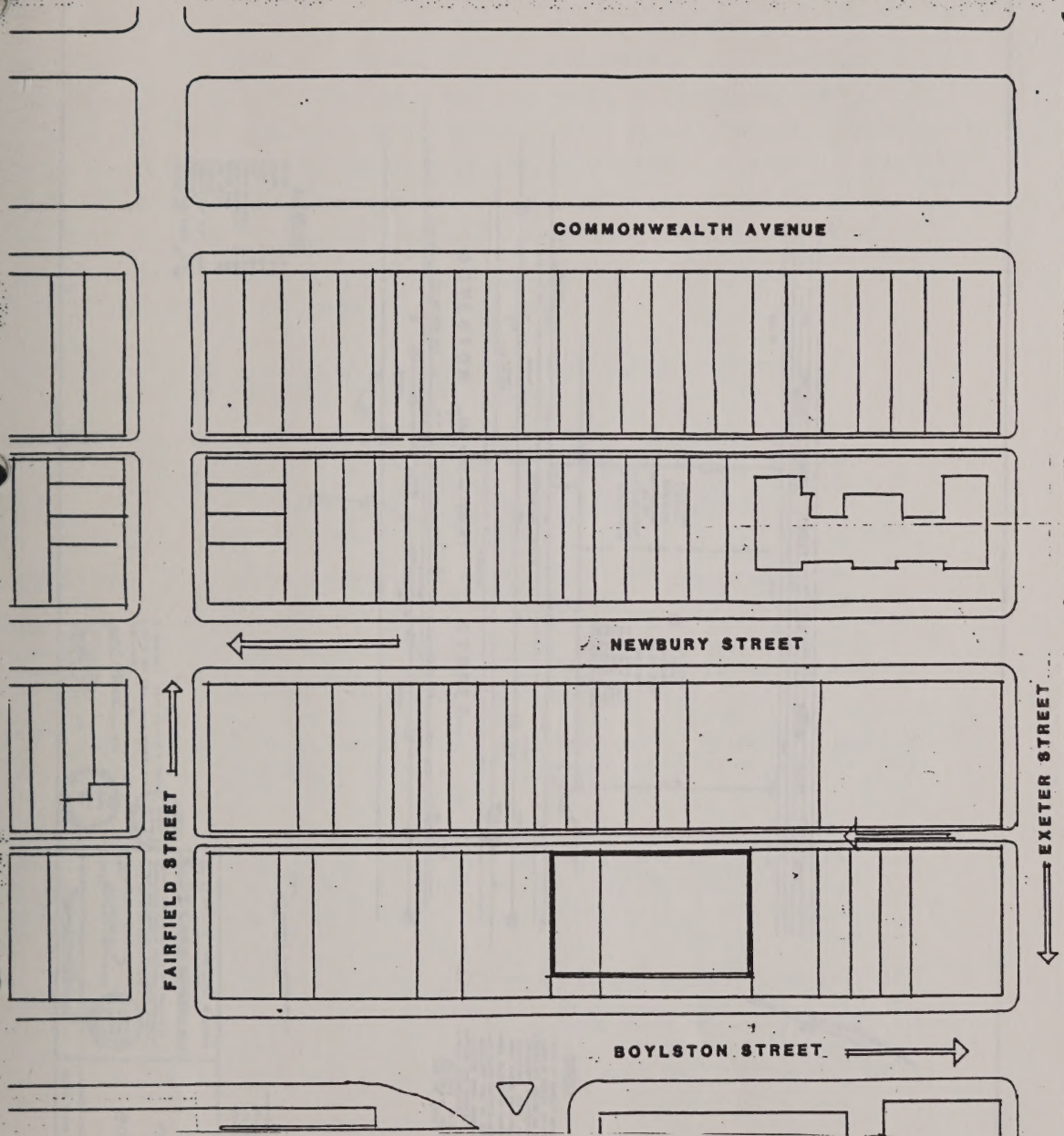
Only one off-street loading dock will be provided and therefore a variance from Section 24-1 of the Zoning Code is required.

The project's height and FAR are not consistent with Article 27B, the Boylston Street Interim Planning Overlay District. In addition, Section 27B-7 requires all applicants for a permit for exterior construction or alterations in the overlay district to apply for an Interim Planning Permit, and no permit for exterior construction or alterations shall be issued until the Board of Appeal has granted the Interim Planning Permit.



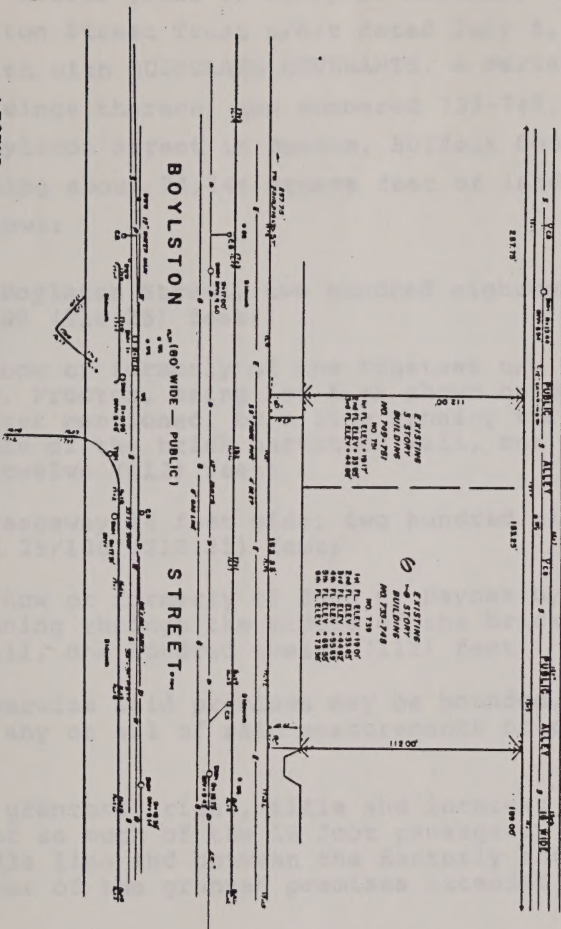
739 BOYLSTON STREET

SITE LOCATION



739 BOYLSTON STREET

LOCATION PLAN



EXISTING
-9 STORY
BUILDING
MIX 753-748

NO. 759

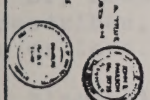
1st FL ELEV +19.0'
2nd FL ELEV +3.05'
3rd FL ELEV +4.82'
4th FL ELEV +5.83'
5th FL ELEV +8.35'
6th FL ELEV +7.36'

BOYLSTON ST. (80' WIDE - PUBLIC)

[illegible]

I CERTIFY THAT THIS IS A TRUE
COPY OF THE LAST WILL &
TESTAMENT

alibi



RECEIVED MAY 1968
ATLANTIC ENGINEERING & SURVEY
CONSULTANTS, INC.
33 W MAIN ST GEORGETOWN, MASS

DATE 7-2-68
[Signature]

EX-103
MAY 1968

PLOT
PLAN OF LAND
IN
BOSTON, MASS.

SCALE 1"=80' DATE 7/7/88

QUITCLAIM DEED

WE, HAROLD BUCHHALTER, LESTER J. GRANT, and BARRY D. HOFFMAN, as tenants in common, for consideration paid in the amount of One (\$1.00) Dollar grant to Barry D. Hoffman, as Trustee of 1983 Boylston Street Trust u/d/t dated July 6, 1983 to be recorded herewith with QUITCLAIM COVENANTS, a certain parcel of land with the buildings thereon, now numbered 733-745, 749-751 and 753-757 on Boylston Street in Boston, Suffolk County, Massachusetts containing about 24,444 square feet of land, bounded and described as follows:

- SOUTHERLY: on said Boylston Street, two hundred eighteen and 25/100 (218.25) feet;
- WESTERLY: on land now or formerly of the Trustees u/w of Thomas E. Proctor, being Lot A as shown on plan hereinafter mentioned, by a line running through the middle of the brick partition wall, one hundred twelve (112) feet;
- NORTHERLY: on a passageway 16 feet wide, two hundred eighteen and 25/100 (218.25) feet;
- EASTERLY: on land now or formerly of John C. Haynes by a line running through the middle of the brick party wall, one hundred twelve (112) feet.

Or, however, otherwise said premises may be bounded, measured or described, and be any or all of said measurements or contents, more or less.

Also all of the grantors' right, title and interest in and to the fee and soil of so much of the 16 foot passageway as lies Southerly of its middle line and between the Easterly and Westerly boundary lines of the granted premises extended Northerly.

Said premises are shown as Lots B, C and D on "Plan of Land on Boylston Street, Boston, owned by Edward A. Bangs" by Aspinwall & Lincoln, C.E., dated May 4, 1901 and recorded with Suffolk Deeds in Book 2754, Page 337, and a 38 foot strip of the land shown as "Estate of Alvin Adams" on said plan and adjoining Lot D on the East.

Childs Bertman Tseckares & Casendino Inc.

306 Dartmouth Street, Boston, Massachusetts 02116, Telephone 617-262-4354

Architecture

Landscape Architecture and Land Planning
 Urban Design and Neighborhood Planning
 Space Planning and Interior Design

730 BOYLSTON STREET**INDEX OF DRAWINGS**

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4. Seventh Floor Plan	1/8"=1'0"
5. Eighth Floor Plan	1/8"=1'0"
6. Sections	1/8"=1'0"
7. Boylston Street Elevations	1/8"=1'0"
8. Alley Elevations	1/8"=1'0"
9. Side Elevations	1/8"=1'0"
10. 7th & 8th Floor Partial Elevations	1/4"=1'0"
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12. 749 Storefront	1/4"=1'0"
13. Sidewalk and Alley Plans	1/8"=1'0"
14. Boylston-Newbury Sections	1/16"=1'0"

Maurice F. Childs
 Richard J. Bertman
 Charles N. Tseckares
 Anthony B. Casendino

Robert A. Brown
 Frank J. Coyne
 James H. McBain
 Peter H. Smith
 Amiel Vassilovski

Dennis W. Kloko
 Christos Coios
 Margaret Deutsch
 Douglas J. Fisher
 Mark C. Flannery

J. Nathaniel Hailey
 Patrick W. McCarthy
 Janis L. Mones
 Elizabeth R. Redman

DEVELOPMENT IMPACT PROJECT AGREEMENT

for

733-751 BOYLSTON STREET

BOSTON, MASSACHUSETTS

September , 1986

WHEREAS, this AGREEMENT, dated as of September , 1986 between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter "Authority"), and Barry Hoffman and Lester J. Grant of PILGRIM MANAGEMENT CORPORATION, having an address of Pilgrim Management Corporation, 31 Commonwealth Avenue, Boston, Massachusetts, 02116 and its successors, assigns and legal representatives (hereinafter "Applicant");

WHEREAS, the Applicant proposes to construct a two-story addition at 739 Boylston Street and a seven-story building at 749 Boylston Street with parking in the basement, having an address at 733-751 Boylston Street, Boston ("the Premises"), the two buildings will share floor plates and will have office, retail, and parking uses (such building and proposed uses therein being referred to herein as the "Project");

WHEREAS, the Premises is a parcel of land containing approximately 17,000 square feet, upon which will be located the building containing approximately 112,000 square feet of gross floor area;

zoning permits, variances, or other relief granted in connection with the Project and that any such zoning permits, variances, or other relief shall not be deemed conditioned or contingent upon this Agreement.

ARTICLE 2 - DEVELOPMENT IMPACT PROJECT CONTRIBUTION-HOUSING

2.1 Housing Contribution Grant. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a housing contribution grant (hereinafter "Housing Contribution") in the amount as calculated and set forth in Section 2.5 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Housing Contribution, in whole or in part, by the creation or by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents as described in Section 2.2 of this Agreement (hereinafter "Housing Creation Option"), by payments made in accordance with Section 2.3 of this Agreement, (hereinafter "Housing Payment Option") or by a combination of both the Housing Creation Option and the Housing Payment Option, as described in Section 2.4 of this Agreement.

2.2 Housing Creation Option. If the Applicant shall elect to create or to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents, the Applicant shall submit a proposal in writing to the Authority. Such proposal, if submitted to the Authority on or before the Housing Payment Date, as defined in Section 2.6 of this Agreement, and if approved by the Authority, shall satisfy the provisions of the Housing Contribution requirement set forth in Section 2.1 of this Agreement. The

proposal shall include a description of the number, location, cost and design of the housing units and shall comply with any regulations properly promulgated by the Authority in respect of the Housing Creation Option.

2.3 Housing Payment Option. If the Applicant shall not have elected the Housing Creation Option prior to the Housing Payment Date, the Applicant shall contribute money payments, with such payments to be paid to the Collector-Treasurer of the City of Boston acting as custodian of the Neighborhood Housing Trust, pending acceptance of such payments by the Neighborhood Housing Trust. The payments shall be made in seven (7) equal annual installments, unless the Housing Payment Option is converted to the Housing Creation Option as provided in Section 2.4. The first installment of the Housing Payment Option shall be due and payable on the Housing Payment Date, and subsequent installments shall be due and payable on the following six (6) anniversary dates of the Housing Payment Date. In the alternative, the Applicant may elect to make payment under the Housing Payment Option in a single installment, due and payable on the Housing Payment Date, in an amount equal to the total amount of the Housing Contribution which would otherwise be paid in seven (7) equal annual installments, discounted to represent the present value of such seven (7) equal annual installments if paid in a single installment on the Housing Payment Date.

2.4 Conversion to Housing Creation Option After Housing Payment Date. If, after the Housing Payment Date but before having paid all of the installments due under the Housing Payment Option, the Applicant shall desire to elect the Housing Creation Option, the Applicant shall submit a proposal in

writing to the Authority. Such proposal, if approved by the Authority, shall satisfy the obligation of the Applicant to make any remaining annual installment payments due under the Housing Payment Option and shall satisfy the provisions of the Housing Contribution requirement.

2.5 Calculation of Housing Contribution. The parties hereby acknowledge that the Project will include retail and office uses. It is anticipated that the gross floor area of the Project devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet; the gross floor area devoted to such uses is expected to be 112,000 gross square feet, based upon schematic drawings for the Project. The amount of the Housing Contribution is calculated by multiplying each square foot of gross floor area in the Project in excess of 100,000 square feet by \$5.00 (the "Housing Formula"). Under the Housing Formula, it is anticipated that the amount of the Housing Contribution will be \$60,000.00 where the gross floor area of the Project is 112,000 square feet. The parties acknowledge that the amount of the Housing Contribution is based upon gross floor area as estimated in the Plan. If the gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code and as certified by the Project Architect (as identified in the Plan) differs on the Housing Payment Date from the above-stated estimate, the Housing Contribution shall be the amount required under the Housing Formula.

2.6 Housing Payment Date. The Housing Payment Date shall be the date of issuance of the final building permit for the Project.

2.7 Waiver of Housing Contribution. If a building permit is not granted for any part of the Project, or if construction of any part of the Project is abandoned after a building permit is obtained prior to the commencement of substantial construction or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Housing Contribution with respect to the Project or part thereof and any portion of the Housing Contribution previously paid by the Applicant shall be promptly reimbursed to the Applicant.

2.8 Credit Towards Housing Contribution. If there shall hereafter be imposed by the City of Boston any contribution, assessment, levy, excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes substantially similar to the purposes recited in this Agreement, amounts payable hereunder by Applicant shall be credited against such contribution, assessment, levy, excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such contribution, assessment, levy, tax or excise, the obligations of the Applicant hereunder, to the extent of the amount of such contribution, assessment, levy, tax or excise, shall cease and be of no further force and effect.

ARTICLE 3 - DEVELOPMENT IMPACT PROJECT CONTRIBUTION-JOBS

3.1 Jobs Contribution Grant. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a jobs contribution grant (hereinafter "Jobs Contribution") in the amount as calculated and set forth in Section 3.5 of this Agreement. The Applicant may, at its option, satisfy its

obligation for the Jobs Contribution, in whole or in part, by creating or by contributing to the creation of a job training program for workers who will be employed, on a permanent basis, at the Project, as described in Section 3.2 of this Agreement, (hereinafter "Jobs Creation Option"), by payments made in accordance with Section 3.3 of this Agreement, (hereinafter "Jobs Payment Option"), or by a combination of both the Jobs Creation Option and the Jobs Payment Option, as described in Section 3.4 of this Agreement.

3.2 Jobs Creation Option. If the applicant shall elect to contribute to the creation of a job training program for workers who will be employed, on a permanent basis, at the Project, the Applicant shall submit a proposal in writing to the Director of the Mayor's Office of Jobs and Community Services. Such proposal, if submitted on or before the Jobs Payment Date, as defined in Section 3.6 of this Agreement, and if approved by said Director, shall satisfy the requirement of the Jobs Contribution as set forth in Section 3.1 of this Agreement.

3.3 Jobs Payment Option. If the Applicant shall not have elected the Jobs Creation Option prior to the Jobs Payment Date, the Applicant shall contribute money payments, with such payments to be paid to the Collector-Treasurer of the City of Boston acting as custodian of the Neighborhood Jobs Trust pending acceptance of such payments by the Neighborhood Jobs Trust. The payments shall be made in two (2) equal annual installments, unless the Jobs Payment Option is converted to the Jobs Creation Option as provided in Section 3.4. The first installment of the Jobs Payment Option shall be due and payable on the Jobs Payment Date, and the second installment shall be due and payable on the next following anniversary date of the Jobs Payment

Date. In the alternative, the Applicant may elect to make payment under the Jobs Payment Option in a single installment, due and payable on the Jobs Payment Date, in an amount equal to the total amount of the Jobs Contribution which would otherwise be paid in two (2) equal annual installments, discounted to represent the present value of such two (2) equal annual installments if paid in a single installment on the Jobs Payment Date.

3.4 Conversion to Jobs Creation Option After Jobs Payment Date. If, after the Jobs Payment Date but before having paid all of the installments due under the Jobs Payment Option, the Applicant shall desire to elect the Jobs Creation Option, the Applicant shall submit a proposal in writing to the Director of the Mayor's Office of Jobs and Community Services. Such proposal, if approved by said Director, shall satisfy the obligation of the Applicant to make any remaining annual installment payments due under the Jobs Payment Option and shall satisfy the provisions of the Jobs Contribution requirement.

3.5 Calculation of Jobs Contribution. The parties hereby acknowledge that the Project will include retail and office uses. It is anticipated that the gross floor area of the Project devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet; the gross floor area devoted to such uses is expected to be 112,000 gross square feet, based upon schematic drawings for the Project. The amount of the Jobs Contribution is calculated by multiplying each square foot of gross floor area in the Project in excess of 100,000 square feet by \$1.00 (the "Jobs Formula"). Under the Jobs Formula, it is anticipated that the amount of the Jobs Contribution will be \$12,000. The parties acknowledge that the amount of the

Jobs Contribution is based upon gross floor area as estimated in the Plan. If the gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code and as certified by the Project Architect (as identified in the Plan) differs on the Jobs Payment Date from the above-stated estimate, the Jobs Contribution shall be the amount required under the Jobs Formula.

3.6 Jobs Payment Date. The Jobs Payment Date shall be the date of issuance of the final building permit.

3.7 Waiver of Jobs Contribution. If a building permit is not granted for any part of the Project, or if construction of any part of the Project is abandoned after a building permit is obtained prior to the commencement of substantial construction, or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Jobs Contribution with respect to the Project or part thereof and any portion of the Jobs Contribution previously paid by the Applicant shall be promptly reimbursed to the Applicant.

3.8 Credit Toward Jobs Contribution. If there shall hereafter be imposed by the City of Boston any contribution, assessment, levy, excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes substantially similar to the purposes recited in this Agreement, amounts payable hereunder by Applicant shall be credited against such contribution, assessment, levy, excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such contribution, assessment, levy, tax or excise, the

obligations of the Applicant hereunder, to the extent of the amount of such contribution, assessment, levy, tax or excise, shall cease and be of no further force and effect.

ARTICLE 4 - ADDITIONAL CONTRIBUTIONS

4.1 Transportation Contribution. The Applicant hereby agrees to pay the sum of Seven Thousand Five Hundred (\$7,500) Dollars to the City of Boston Back Bay Transportation Management Improvement Effort no later than October 31, 1986. This effort includes both short and long term actions to improve Back Bay traffic conditions and has been developed through the cooperative planning efforts of the Authority, the City's Transportation Department and the Back Bay community.

ARTICLE 5 - RESIDENT CONSTRUCTION EMPLOYMENT PLAN

5.1 Boston Residents Construction Employment Standards. The Applicant shall submit a plan, to be known as a Boston Residents Construction Employment Plan to the Director of the Authority, which plan shall set forth in detail the Applicant's plans to ensure that its contractor, and those engaged by said contractor for construction of the Project on a craft by craft basis, shall meet the following Boston Residents Construction Employment Standards: (1) at least 50 percent of the total employee workerhours in each trade shall be by bona fide Boston residents; (2) at least 25 percent of the total employee workerhours in each trade shall be by minorities; and (3) at least 10 percent of the total employee workerhours in each trade shall be by women. The Applicant shall include in the plan provisions for monitoring, compliance

and sanctions. The Applicant shall submit the plan within one month from the execution of this Agreement or prior to the issuance of a building permit, whichever occurs sooner. The plan should be substantially in accordance with the form as attached. Further, the Applicant acknowledges that the provisions of this article and of the approved plan may be enforced by the Boston Employment Commission or similar agency of the City of Boston as shall be designated by the Authority.

5.2 Workerhours Defined. For purposes of this Article, workerhours shall include on-the-job training and apprenticeship positions.

ARTICLE 6 - EMPLOYMENT OPPORTUNITY PLAN

6.1 Employment Opportunity Plan. The Applicant shall formulate an Employment Opportunity Plan, which plan shall provide for the applicant's good faith efforts to achieve a goal that 50% of the permanent employment opportunities created by the Project shall be made available to Boston residents. The Applicant shall submit the plan to the Director within three (3) months from the execution of this Agreement.

ARTICLE 7 - LIABILITY

7.1 Scope of Applicant's Liability. Subject to the provisions contained in 8.5 of this Agreement, the Authority agrees to look solely to the interests from time to time in the Project that are subject to this Agreement as more fully described in the Plan, whether owned by the Applicant or its successors or assigns, as the case may be, for any claim against the Applicant or its successors arising under this Agreement in connection with the Project.

7.2 No Personal Liability. Subject to the provisions contained in 8.5 of this Agreement, neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns shall be personally or individually liable under this Agreement, nor shall it or they be liable beyond the extent of its or their interest in the Project.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of The Commonwealth of Massachusetts, and sets forth the entire agreement between the parties with respect to the subject matter contained herein. This Agreement is binding and enforceable under contract law upon, and inures to the benefits of the parties, their successors, assigns, and legal representatives, including, without limitation, any successor owner of the Project and the Neighborhood Housing Trust and the Neighborhood Jobs Trust, as successor to the Authority notwithstanding any subsequent amendment or change in any policy of the Authority or any amendment or repeal of all or any portion of the Boston Zoning Code or court decision having the effect of an amendment or repeal of all or any portion of the Boston Zoning Code and notwithstanding any change or amendment of the Housing Formula or the Jobs Formula by the Authority.

8.2 Compliance with Development Impact Project Plan. The Authority hereby acknowledges approval of the Plan, as voted by the Authority on September 25, 1986. The Applicant hereby agrees to proceed with the Project in accordance with the Plan.

8.3 Knowledge of Laws. The Applicant shall keep itself fully informed of all votes of the Authority, City ordinances, executive orders, and regulations, and state and federal law which in any manner affect the provisions of this Agreement. Applicant shall at all times observe and comply with said votes, ordinances, executive orders, regulations or laws, and shall protect and indemnify the City and the Authority, its officers, agents, and employees against any claim or liability arising from or based upon the violations of such votes, ordinances, executive orders, regulations or laws, caused by any act or omission of the Applicant, its agents or employees.

8.4 Notice. All notices under this Agreement must be in writing and delivered in hand or mailed, postage prepaid, by registered or certified mail, return receipt requested, to the parties at the following addresses:

Authority: Boston Redevelopment Authority
Director's Office
City Hall Square
Boston, MA 02201

With copies to: Boston Redevelopment Authority
Chief General Counsel
City Hall Square
Boston, MA 02201

Applicant: Lester J. Grant
Barry Hoffman
Pilgrim Management Corporation
31 Commonwealth Avenue
Boston, MA 02116

With copies to: Richard H. Goldman
Widett, Slater and Goldman, P.C.
60 State Street
Boston, MA 02109

8.5 Record Notice of Agreement. Unless the Applicant shall elect to make payments under both the Housing Payment Option and the Jobs Payment Option in a single installment as provided in Sections 2.3 and 3.3, the Applicant shall, if permitted, record at the Suffolk County Registry of Deeds a notice of this Agreement, in substantially the same form as Exhibit A attached hereto and hereby incorporated by reference. Failure of the Applicant to comply with this section of this Agreement shall render the provisions contained in Article 7 of this Agreement null and void. The Authority hereby agrees that upon the satisfaction by Applicant of its obligations under the Housing Contribution or the Jobs Contribution, the Authority shall deliver to Applicant in recordable form, a certification that said Housing Contribution or Jobs Contribution, or both, as the case may be, has been satisfied by Applicant and that Applicant has no further liability for such Housing Contribution or Jobs Contribution.

8.6 Titles. The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

8.7 Transfer of Interest. Rights and interests accorded by this Agreement shall not be assigned, delegated, subcontracted or in any way transferred by the Applicant without prior written notice to the Authority.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel

By: _____

Stephen Coyle, Director
Hereunto duly authorized

PILGRIM MANAGEMENT CORPORATION

By: _____

Lester J. Grant, Treasurer

Boston Residents
Construction Employment Plan
for
[Identify Project]

WHEREAS, [Name of Developer] ("the Developer") and the Boston Redevelopment Authority (the "Authority") desire to bring the construction employment benefits of this Project to the residents of the City of Boston, minorities, and women;

WHEREAS, Chapter 30 of the Ordinances of 1983 established the Boston Resident Jobs Policy;

WHEREAS, the Mayor's Executive Order of July 12, 1985, entitled Executive Order Extending the Boston Residents Jobs Policy, requires the Developer to prepare and submit and the Authority to approve a construction employment plan;

WHEREAS, the Boston Employment Commission has been established by ordinance passed by City Council on July 30, 1986 and signed by the Mayor of the City of Boston; and

WHEREAS, the Development Impact Project Agreement of even date herewith and pertaining to the Project as defined herein requires the Developer to deliver this Plan on this date;

NOW, THEREFORE, the Developer and the Authority agree as follows:

Section I: DEFINITIONS

- 1.0 Authority: Boston Redevelopment Authority, its successors, assigns and designees.
- 1.1 Best Efforts: Compliance with the provisions of the Plan and such other actions as may be reasonable, necessary or appropriate to ensure achievement of the Boston Resident Construction Employment Standards in the construction of the Project.
- 1.2 Boston Resident: Any person for whom the principal place where that person normally eats and sleeps and maintains his or her normal personal and household effects is within the city limits of the City of Boston.
- 1.3 Commission: The Boston Employment Commission.
- 1.4 Contractor: The general contractor for the Project and any subcontractor thereto.
- 1.5 Developer: [Insert name of Developer], its successors or assigns.
- 1.6 Employment Standards: The Boston Resident Construction Employment Standards as set forth in the Mayor's Executive Order of July 12, 1985 entitled Executive Order Extending the Boston Residents Jobs Policy,

attached hereto as Exhibit A and adopted by the Boston Redevelopment Authority on July 26, 1985. Specifically, the Executive Order requires that the Developer's Construction Employment Plan shall ensure that on a craft-by-craft basis for construction employment for the Project, the following Boston Residents Construction Standards are met:

- (1) at least fifty (50) percent of the total employee workerhours in each trade shall be by bona-fide Boston residents;
- (2) at least twenty-five (25) percent of the total employee workernours in each trade shall be by minorities; and
- (3) at least ten (10) percent of the total employee workerhours in each trade shall be by women.

For the purposes of this Plan, employees shall include persons filling apprenticeship and on-the-job training positions.

- 1.7 Minority Business Enterpirse (MBE): A business organization in which 51% in the aggregate of the beneficial ownership is held by one or more Minority Persons.
- 1.8 Minority Person or Minority: Any person who is Black, Hispanic, Asian, or Native American, as these terms may be defined by the United States Census Bureau, or, if not defined thereby, as these terms are defined by the Boston Equal Employment Opportunity Commission in its duly promulgated regulations.
- 1.9 OJCS: City of Boston Mayor's Office of Jobs and Community Service.
- 1.10 On-Site Monitor: An individual employed by the Developer whose responsibility will be the daily implementation of the Plan.
- 1.11 Plan: This Agreement.
- 1.12 Project: [Describe Project].
- 1.13 Skills Bank: A job screaning and referral service offered by OJCS, which refers residents to available jobs and/or to appropriate training programs.
- 1.14 Womens Business Enterprise (WBE): A business organization in which 51% in the aggregate of the beneficial ownership is held by one or more women.

Section II: GENERAL REQUIREMENTS

- 2.0 Developer shall use Best Efforts to ensure that the Employment Standards are met by its Contractor in constructing the Project.
- 2.1 The Developer shall incorporate into its construction contract with [insert name of Contractor] and shall require [insert name of Contractor] to incorporate into each of its subcontracts provisions re-

quiring that each contractor engaged in construction in connection with the Project comply with this Plan to ensure that its work force meets the Employment Standards.

- 2.2 Documentation of the Developer's compliance herewith shall be maintained by the On-Site Monitor. The Developer shall provide copies of such documentation to OJCS as required herein or as requested from time to time by the Authority, OJCS or the Commission.
- 2.3 The Developer shall complete and maintain Projected Workforce Form, attached hereto as Exhibit B and incorporated herein by this reference throughout construction of the Project. The Projected Workforce Form shall be used as the base against which interim performance measurements described in paragraph 2.4 will be made.
- 2.4 The Commission shall make determinations as to compliance by developers and contractors of Covered Projects with the Boston Resident Construction Employment Standards at time intervals as set out in one of the following two schedules, whichever allows for more frequent determinations:
 - (1) When the Covered Project is 25, 50, 75 and 100 percent complete, or,
 - (2) Every three months from the date of commencement of the Project.

"Percent complete" shall be measured by the percentage of the total worker hours expected to be worked on the project. The Commission shall monitor that percentage and shall include it in its monitoring reports.
- 2.5 The Developer shall maintain for one (1) year after the issuance of a Certification of Occupancy for the project, records necessary to ascertain compliance with the Plan.
- 2.6 The Developer shall meet with the Contractor no less frequently than weekly throughout the period of construction of the Project to review the Contractor's compliance with the Plan and the Employment Standards. The Developer shall record and maintain minutes of such meetings and forward copies thereof to OJCS within ten (10) calendar days of such meetings.
- 2.7 Developer shall seek and use good faith efforts to contract with Minority Business Enterprises and Women Business Enterprises for thirty percent (30%) and ten percent (10%), respectively, of the total development cost of the Project.

Section III: PROCEDURES

- 3.0 The Developer shall furnish to the Authority and OJCS the name, title, business address and telephone number of the person designated as the On-Site Monitor.

- 3.1 Prior to the start of construction, the Developer and the Contractor shall meet with representatives of OJCS for the purpose of discussing and agreeing to the methods and procedures for the implementation of the provisions of this Plan. This meeting ("Pre-Construction Conference") shall be attended by subcontractors to the contractor who shall have been notified by mail at least seven (7) days in advance.
- 3.2 Before assigning workers to work, the Developer will obtain from each worker the worker's name, home address, and a completed and signed Residency Verification Form in the form attached hereto as Exhibit C. The Residency Verification Form shall be submitted to OJCS together with the first Weekly Utilization Form for that worker.
- 3.3 One week following the commencement of construction of the Project and each week thereafter until such work is completed, the On-Site Monitor shall complete and submit to OJCS for the week just ended Weekly Utilization Forms in the form attached hereto as Exhibit D.
- 3.4 The On-Site Monitor shall forward to the union representatives for the Project within two business days of receipt thereof the names and home addresses of Boston Residents, Minority Persons, and females who inquire about construction and related employment on the Project in order to secure work permits for those workers. The On-Site Monitor shall document all requests for referrals made by it to the union halls or business agents, the date of contact, and the action taken by unions and all referrals made by the union hall and OJCS and the reasons why any worker so referred was not hired.
- 3.5 Each request for construction workers made by any On-Site Monitor to a union hall or business agent shall contain a recitation of the Employment Standards in the Form attached hereto as Exhibit E and a request that referrals for construction positions meet such Employment Standards and be selected in the same proportion as such requirements; provided, however, that if at the time of any such labor request the requesting party's work force composition falls short of the Employment Standards in any one or more categories, such labor request shall seek referrals in such proportion among such categories as would be necessary to cure any deficiencies. In the event that the union hiring hall or business agent fails to comply with such request, the On-Site Monitor shall obtain an affidavit from the union hall representative or business agent which shall verify that insufficient workers in the categories specified in such request are then shown on the list of unemployed union workers maintained by such union hall or business agent. Copies of any affidavit so obtained shall be submitted promptly to OJCS. Copies of any requests for qualified workers made at a time that Developer's workforce composition falls short of any one or more of the Employment Standards shall be forwarded contemporaneously to the Skills Bank.
- 3.6 Representatives of OJCS may visit periodically the site of the Project during normal working hours to verify the information in the Weekly Utilization Reports, Residency Verification Forms, or other documentation submitted by the Developer.

Section IV: DETERMINATION OF COMPLIANCE

- 4.0 Failure by the Developer as determined by the Commission (1) to meet the Employment Standards, (2) to comply with the Plan, or (3) to use Best Efforts in attempting to meet the Employment Standards shall constitute non-compliance herewith.
- 4.1 If the Commission finds that the Developer is not in compliance herewith the Commission shall issue a written notice of non-compliance to the Developer, which shall set forth such findings ("Findings") and a summary of the facts and reasons on which said Findings are based.
- 4.2 The Developer shall have fourteen (14) calendar days from receipt of said notice in which to appeal the findings of the Commission with regard to the Developer's non-compliance. Such appeal shall be in the form of a request for a meeting with the Commission to present such evidence as the Developer may have of its compliance with the Plan with respect to the particular instances of non-compliance alleged by the Commission.
- 4.3 In the event that the Developer appeals a Finding of non-compliance by the Commission, the Commission shall consider all evidence presented to it by the Developer and make new Findings ("Second Findings") in light of any new evidence presented by the Developer. The Commission shall notify the Developer in writing of its Second Findings which shall not be the subject of further appeal except to a court of law.

Section V: SANCTIONS

- 5.0 Deposited herewith is a Letter of Credit in the amount of [0.1% of the construction contraction amount], a copy of which is attached hereto as Exhibit F. This Letter of Credit shall be held in escrow by the Commission and subject to the terms of this Plan.
- 5.1 The Developer shall be liable for liquidated damages for violations of this Plan in the amount of Three Hundred Dollars (\$300.00) per violation for each day that the Developer fails to comply with this Plan. A violation shall be deemed to exist for each Finding or Second Finding of which the Developer has written notice.
- 5.2 Upon the expiration of the appeal procedures described in Section 4 hereof, the Commission may draw upon the Letter of Credit an amount equal to the number of violations times Three Hundred (\$300.00) Dollars. Subject to the provisions of this Plan, the Commission may draw upon the Letter of Credit at any time following five (5) calendar days after written notice has been sent to Developer.
- 5.3 In no event shall a Developer be liable for any amounts in excess of that on the face of the Letter of Credit.
- 5.4 The Developer shall maintain the Letter of Credit in effect until the Commission has issued a Certificate of Compliance indicating that the Developer has complied with this Plan or otherwise satisfied the Commission. The Letter of Credit shall contain a requirement that the

institution upon which it is drawn or the Developer notify the Authority at least thirty (30) days prior to its expiration, and provide that the face amount thereon shall be forfeited if the Developer fails to renew it no later than forty-eight (48) hours prior to its expiration.

- 5.5 In addition, the Commission may recommend preclusion from the award of municipal contracts and competitions for public development rights for a period of up to three (3) years, provided that this sanction may only be recommended at the completion of the Project.

Section VI. MISCELLANEOUS

- 6.0 The provisions of this Plan are severable, and if any shall be held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.
- 6.1 This Plan shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- 6.2 All notices required or permitted to be given under this Plan shall be in writing, signed by duly authorized officers, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Developer:

Authority: Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, MA 02201
Attention: Director's Office

- 6.3 Section titles of this Plan are for convenience of reference only and shall be disregarded in construing any provision hereof.
- 6.4 The provisions of this Plan shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto.
- 6.5 No course of dealing or delay by the Authority following a determination of non-compliance or in taking any other action with respect to a determination of non-compliance shall affect the Authority's rights later to impose sanctions pursuant to Section 5, and no waiver of any term, provision or condition of this Plan shall affect any other such term, provision or condition not specifically waived, nor shall such waiver in any instance be construed as a waiver of the same term, provision or condition in other or subsequent instances.

- 6.6 Any inconsistency between the provisions of this Plan and the provisions of the Ordinance which created the Boston Employment Commission, effective July 1, 1986, or the provisions of any rules or regulations which may be adopted by the Boston Employment Commission pursuant thereto shall be resolved in favor of said Ordinance, rules or regulations.

In WITNESS WHEREOF, the undersigned have caused triplicate copies of this Plan to be executed and delivered on this _____ day of _____, 198 .

DEVELOPER

By: _____

APPROVED AS TO FORM:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel

By: _____
Stephen Coyle, Director

BOSTON EMPLOYMENT COMMISSION

By: _____

OFFICES OF JOBS AND
COMMUNITY SERVICES

By: _____
Kristen McCormack, Director

September 25, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY
AND STEPHEN COYLE, DIRECTOR

FROM: SUSAN ALLEN, ASSISTANT DIRECTOR FOR DEVELOPMENT
AND URBAN DESIGN
MITCHELL L. FISCHMAN, SENIOR PROJECT COORDINATOR,
BACK BAY

SUBJECT: DEVELOPMENT IMPACT PROJECT PLAN AND DEVELOPMENT
IMPACT PROJECT AGREEMENT FOR 733-751 BOYLSTON
STREET

Pilgrim Management Corporation requests approval of a Development Impact Project Plan ("DIPP") and a Development Impact Project Agreement ("Agreement") for the rehabilitation of and addition to 733-751 Boylston Street, on the parcel containing approximately 17,000 square feet located on the northern side of Boylston Street between Exeter and Fairfield Streets. The project will include approximately 102,000 gross square feet of office space, approximately 10,000 gross square feet of retail space on the ground floor and space below grade for 15 automobiles. The building at 739 Boylston Street is 95 feet to the roof and 100 feet to the parapet including a penthouse addition. The proposal includes the rehabilitation of the fire damaged building at 739 Boylston and a 2 story addition. The 85 foot high building at 749 Boylston includes a four story addition which will be consistent with the style and materials of the existing 3 story building. The two buildings will have combined floor plates, and the total height of 95 feet will only slightly exceed the height provided for in the Boylston Street Interim Planning Overlay District. The floor area ratio proposed is 7.0 which also slightly exceeds the 6.0 maximum floor area ratio in the Boylston Street Interim Planning Overlay District.

The Project has undergone extensive design review by Authority staff and schematic design drawings have been approved. The design of the Project has also been reviewed by the Back Bay Architectural Commission and has received preliminary design and demolition approval. The Neighborhood Association of the Back Bay supports the project.

September 25, 1986

The Developer intends to begin construction in the fourth quarter of 1986 with occupancy in early 1988. Approximately 129 construction jobs will be created by the project as well as 472 new and retained permanent jobs.

Under the DIPP and the Agreement the Developer will make a Housing Contribution of approximately \$60,000, by either a housing payment or a housing creation option, in order to develop low and moderate income housing in the City. The Developer will also make a Jobs Contribution of approximately \$12,000, by either a jobs payment or a jobs creation option, to be used for the creation of a jobs training program for workers who may be employed, on a permanent basis, at the Project.

The Developer has also submitted a Transportation Access Plan which is currently under review by the City of Boston's Traffic and Parking Department and BRA staff. Final project approval is contingent upon the Developer's commitment to an Access Plan acceptable to the Director.

The granite sidewalks, street lighting, and tree plantings proposed along Boylston Street will be consistent with the recommendation of the Boylston Street Improvements Study. The rehabilitation of the fire damaged building at 739 Boylston Street and the infill of 749 Boylston Street to the prevailing roof line will improve compatibility with the balance of the block.

The Developer has also requested that the Board of Appeal determine that the proposal is not subject to Article 28. That amendment to the Zoning Code establishes the Boston Civic Design Commission (BCDC) and vests the Commission with the responsibility to review the schematic design of certain categories of development proposals. In that the BCDC has as yet to be constituted and the Authority has reviewed and now desires to approve the schematic plans, we recommend that the Board of Appeal make an interpretation that the provisions of Article 28 are not applicable until the BCDC is duly constituted with all of its Commissioners and has had its first organizational meeting.

September 25, 1986

We, therefore, recommend that the Authority approve the attached Development Impact Project Plan and authorize the Director to execute the Development Impact Project Agreement as requested by Pilgrim Management Corporation.

An Appropriate Vote Follows:

VOTED: That in connection with the Development Impact Project Plan for 733-751 Boylston Street in the Back Bay area of Boston, presented at a public hearing duly held at the offices of the Authority on September 25, 1986, and after consideration of the evidence presented at that hearing, the Boston Redevelopment Authority finds that said Plan: (1) conforms to the general plan for the City of Boston as a whole; (2) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) does adequately and sufficiently satisfy all other criteria and specifications for a Development Impact Project Plan as set forth in Articles 26A and 26B of the Boston Zoning Code as amended; and further

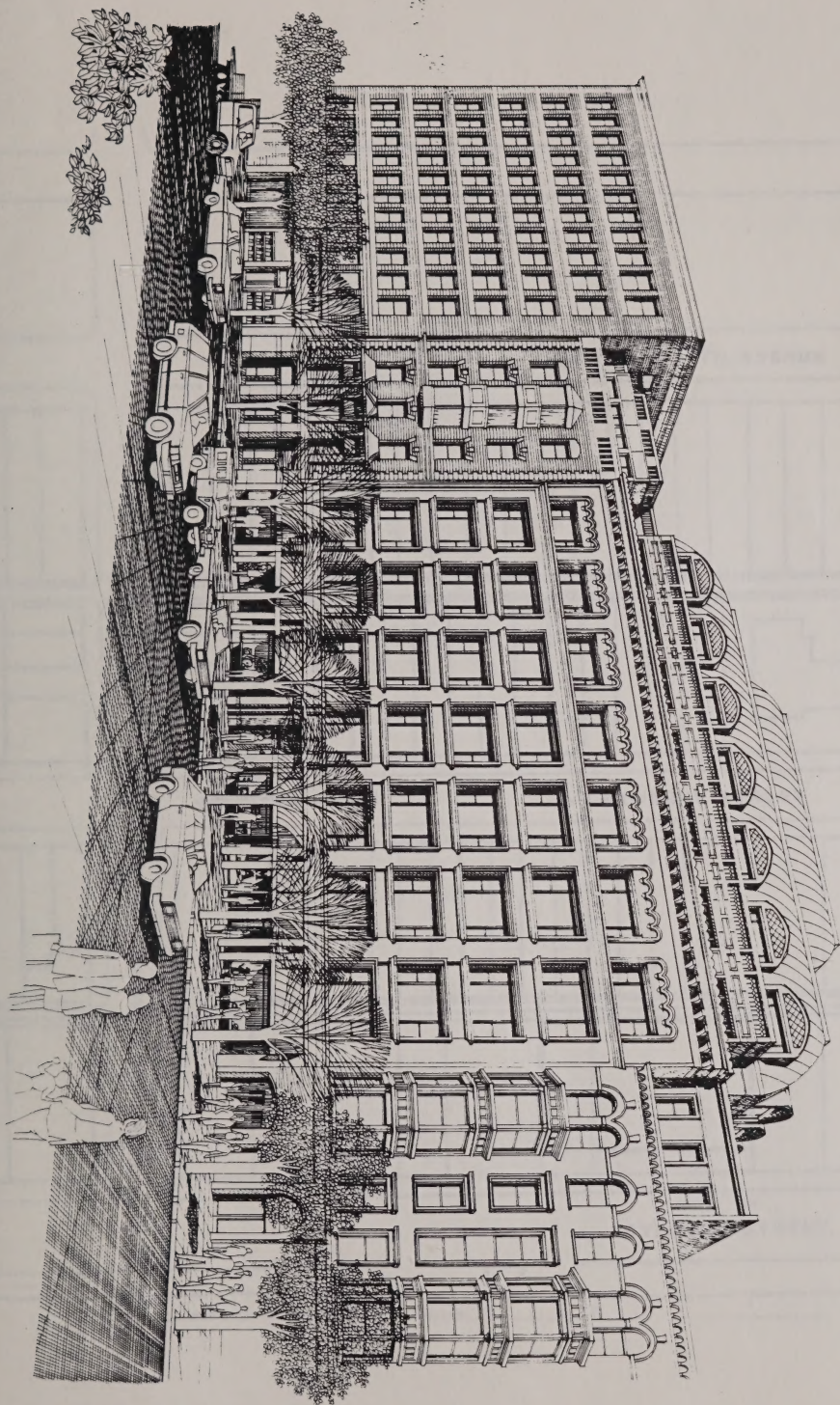
VOTED: That pursuant to the provisions of Article 26A and 26B of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the Development Impact Project Plan for 733-751 Boylston Street. Said Development Plan is embodied in a written document entitled "Development Impact Project Plan 733-751 Boylston Street Boston Massachusetts" dated September 25, 1986, and in a series of schematic drawings listed in Exhibit C of said document; said document and plans shall be on file in the office of the Director of Zoning of the Authority; and further

VOTED: That the Authority hereby authorizes the Director to execute, in the name and on behalf of the Authority, a Development Impact Project Agreement, in substantially the form attached hereto, with the developer of 733-751 Boylston Street and to certify in the name of the Authority, that plans submitted to the Inspectional Services Commissioner in connection with said project are in conformity with said Development Impact Project Plan, and that the developer has entered into an Agreement with the Authority to be responsible for the Housing Contribution and a Jobs Contribution Grant; and further

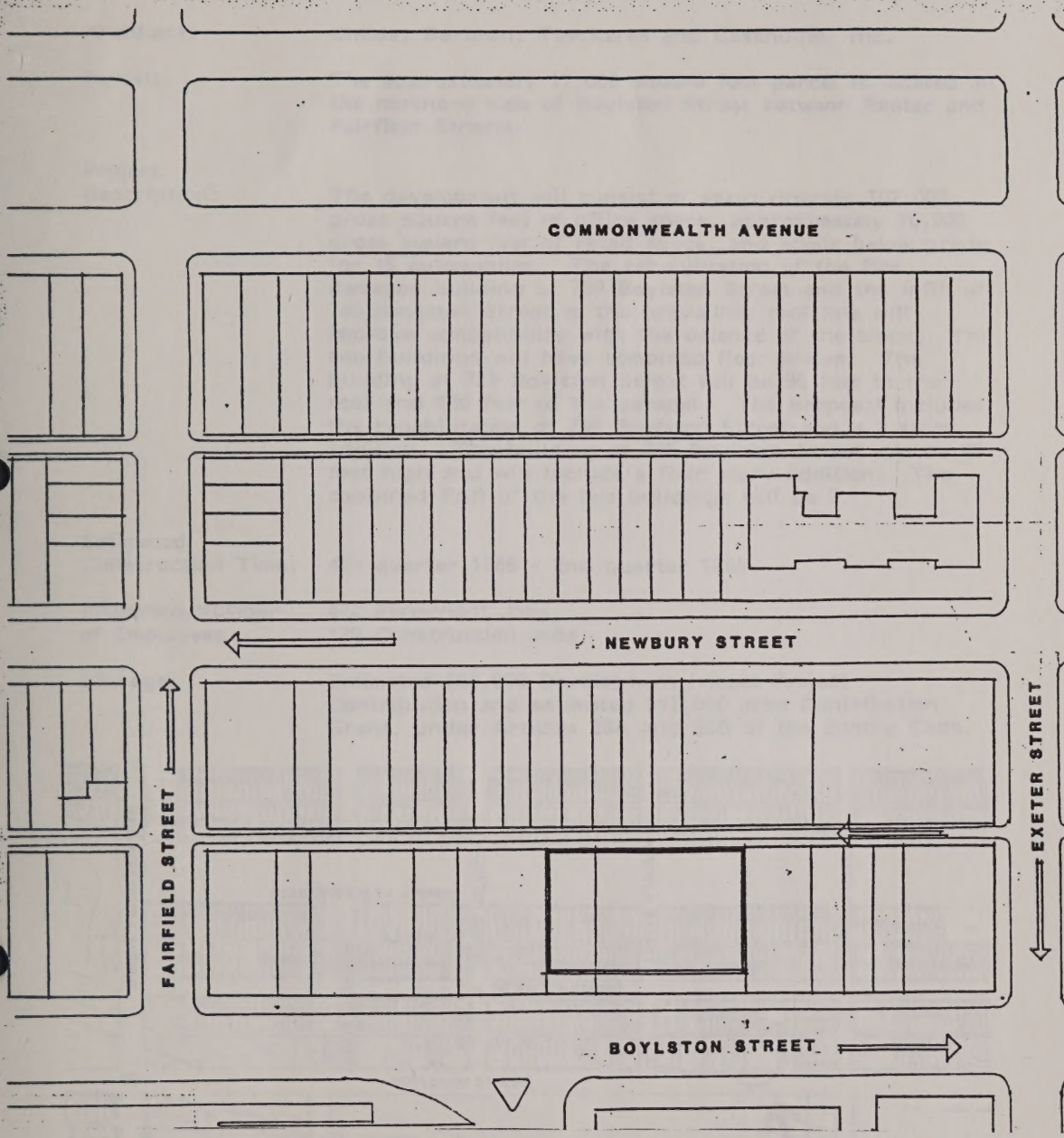
September 25, 1986

VOTED: That the Authority hereby acknowledges that the developer has pledged to contribute \$7,500 to the Boston Redevelopment Authority for the City of Boston Back Bay Transportation Management Improvement Effort as set forth in the letter dated August 14, 1986 from the Pilgrim Management Corporation to Stephen Coyle, Director of the Boston Redevelopment Authority; and further

VOTED: That in reference to petitions Z-8778 and Z-8904 brought by Pilgrim Management Corporation, 733-745 and 749-751 Boylston Street, Boston, Massachusetts for two Interim Planning Permits and variances as listed in the Development Impact Project Plan for 733-751 Boylston Street, which is approved by the Authority today, the Boston Redevelopment Authority finds that the Plan complies with the goals as outlined in Section 27B-5 of the Zoning Code, and recommends approval provided that the Authority and the developer have entered into a Development Impact Project Agreement with the Authority, and that plans are submitted to the Authority for design review approval to ensure that the plans are consistent with the plans previously approved by the Authority and with the Development Impact Project Plan and that plans include a Transportation Access Plan. The Authority finds said petition to be in conformity with said Development Plan. The Authority further recommends that the Board of Appeal make an interpretation that the provisions of Article 28 are not applicable until the Boston Civic Design Commission (BCDC) is duly constituted with all of its Commissioners and has had its first organizational meeting.



FAIRFIELD STREET
739-741 BOYLSTON STREET
DEVELOPMENT IMPACT PROJECT PLAN



739 BOYLSTON STREET

LOCATION PLAN

FACT SHEET
739-745 BOYLSTON STREET
DEVELOPMENT IMPACT PROJECT PLAN

Developer: Pilgrim Management Corporation

Architect: Childs, Bertman, Tseckares and Casendino, Inc.

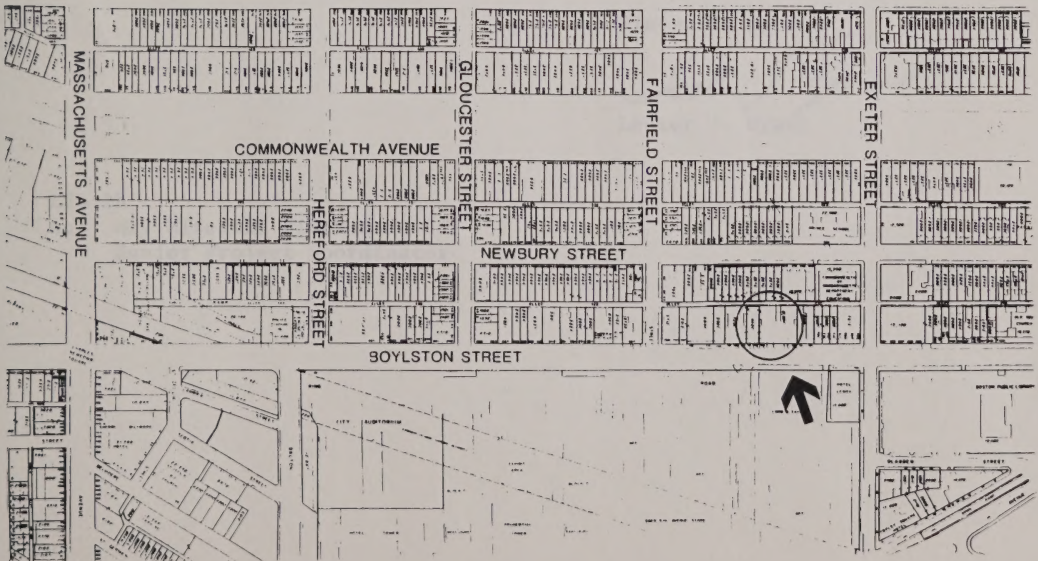
Parcel: The approximately 17,000 square foot parcel is located on the northern side of Boylston Street between Exeter and Fairfield Streets.

Project Description: The development will consist of approximately 102,000 gross square feet of office space, approximately 10,000 gross square feet of retail space, and space below grade for 15 automobiles. The rehabilitation of the fire damaged building at 739 Boylston Street and the infill of 745 Boylston Street to the prevailing roof line will improve compatibility with the balance of the block. The two buildings will have combined floor plates. The building at 739 Boylston Street will be 95 feet to the roof and 100 feet to the parapet. The proposal includes the rehabilitation of 739 Boylston Street and a 2 story addition. The building at 745 Boylston Street will be 85 feet high and will include a four story addition. The combined FAR of the two buildings will be 7.

Estimated Construction Time: 4th quarter 1986 - 2nd quarter 1988

Projected Number of Employees: 472 Permanent Jobs
129 Construction Jobs

Linkage: Estimated \$60,000 Development Impact Project Contribution and estimated \$12,000 Jobs Contribution Grant, under Articles 26A and 26B of the Zoning Code.



PILGRIM MANAGEMENT CORP.

31 COMMONWEALTH AVENUE, BOSTON, MASS. 02116 - 617-267-5555

August 14, 1986

Mr. Stephen Coyle
Director
BOSTON REDEVELOPMENT AUTHORITY
1 City Hall Square
Boston, Massachusetts 02201

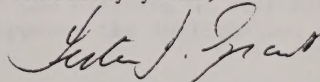
RE: 739 Boylston Street Project Boston, Massachusetts

Dear Mr. Coyle,

It is the intent of Pilgrim Management Corp. to fund \$7,500 to the Boston Redevelopment Authority toward costs of the Back Bay Transportation Management Improvement effort.

We are happy to cooperate with the City and the Boston Redevelopment Authority in alleviating the traffic conditions in the Back Bay.

Sincerely yours,



Lester J. Grant

LJG:lb

cc: Mr. Mitchell Fischman/
Senior Project Coordinator

THE NEIGHBORHOOD ASSOCIATION OF THE BACK BAY, INC.

September 24, 1986

Officers:

Paul Demakis
Chairman
Dennis Quilty
President
Fritz Casselman
Vice-Chairman
Beverly Bangs
Vice-President
Ellen O'Connor
Secretary
Jack Webb
Treasurer

Directors:

Jay Aleck
Mintoo Bhandari
Richard Brayley
Nancy Brickley
Ann Bromberg
Marie Castellani
Randy Cole
Judy Collier
Francine Crawford
Robert Del Col
Fran Duffly
Karen Finnegan
Russell Gaudreau
Lorie George
Ed Godfrey
Virginia Hall
William Hicks
Robert Johnson
Warren Johnson
Jim Knox
Rosanne Kumins
Elliott Laffer
Dan Logan
Robert MacArthur
D. Lloyd Macdonald
Fred Mauet
Wendy Pannebaker
Peter Papesch
Kathleen Philbin
Paul Prindle
Susan Prindle
Maureen Rooney
Mildred Rothstein
Lucy Ryan
Archie Stavaridis
Anne Swanson
Jaclyn Thayer
Stella Trafford
Marian Ullman
Burt Wolfman

Administrative
Coordinator:
David Novak

Mr. Robert Farrell, Chairman
Boston Redevelopment Authority
Boston City Hall
Boston, MA 02201

RE: 739-749 Boylston Street

Dear Chairman Farrell:

We are writing in regard to the application seeking approval by the Board of Directors of the Boston Redevelopment Authority of a Development Impact Proposal and Linkage Contract concerning the planned rehabilitation and new construction of the two buildings located at 739-749 Boylston Street. The Neighborhood Association of the Back Bay supports this application.

When the developers began discussing their proposal with N.A.B.B. more than a year ago, our one major concern was height. One building will be as high as ninety-six feet, not including mechanicals, or six feet higher than the ninety foot height limit set by the Interim Planning Overlay District established for Boylston Street earlier this year.

However, while we rarely support height variances in either the residential or commercial areas of the Back Bay, we believe an exception is justified in this instance. The developers have clearly suffered a hardship due to a fire which has left the buildings vacant for approximately a year and a half. The preservation of these two buildings of significant architectural quality, including the exceptional facade at 739 Boylston Street, will substantially benefit the surrounding area.

Under these unique circumstances we see no substantial detriment to the neighborhood resulting from a variance for one building of only six feet. Accordingly, we urge the B.R.A. Board to approve the application.

Thank you for your consideration.

Very truly yours,

Paul Demakis
Chairman

Dennis Quilty
President

cc:
Michael Donlan
James Flaherty
Clarence Jones
Joseph Walsh
Barry D. Hoffman

bcc: Mitchell Fischman